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Collective Bargaining Agreements

2-17-1985

Kroger Co., Columbus, Ohio and United Food and Commercial Workers, AFL-CIO, Locals 1059 and 1099 (1985)

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Kroger Co., Columbus, Ohio and United Food and Commercial Workers, AFL-CIO, Locals 1059 and 1099 (1985)

Location

OH

Effective Date

2-17-1985

Expiration Date

2-13-1988

Number of Workers

3700

Employer

Kroger Co., Columbus, Ohio

Union

United Food and Commercial Workers

Union Local

1059, 1099

NAICS

44

Sector

P

Item ID

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Comments

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MAR 25 1986

**UNITED FOOD & COMMERCIAL WORKERS UNION
LOCALS 1059 AND 1099, AFL-CIO, CLC**

A G R E E M E N T

with

**THE KROGER CO.
COLUMBUS, OHIO**

February 17, 1985 through February 13, 1988

X 2/88

UFCW Union, Locals 1059 and 1099 Agreement with The Kroger Co., Columbus, Ohio

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PREAMBLE

This Agreement has been entered into by and between The Kroger Co., Columbus, Ohio, its successors or assigns, hereinafter designated as the Employer, and the United Food & Commercial Workers Union, Local Nos. 1059 and 1099, chartered by the United Food & Commercial Workers International Union, AFL-CIO, CLC, its successors and assigns, hereinafter designated as the Union.

ARTICLE I

INTENT AND PURPOSE

1.1 The Employer and the Union each represent that the purpose and intent of this Agreement is to promote cooperation and harmony, to recognize mutual interests, to provide a channel through which information and problems may be transmitted from one to the other, to formulate rules to govern the relationship between the Union and the Employer, to promote efficiency and service, and to set forth herein the basic agreements covering rates of pay, hours of work, and conditions of employment.

ARTICLE II

UNION SECURITY

2.1 Coverage

The Union shall be the sole and exclusive bargaining agent for all employees except Store Managers and except meat department employees in the stores of the Employer in the counties of Fairfield, Franklin, Licking, Ross, Union, Delaware, Knox, Madison, Muskingum, Guernsey, Perry, Hocking, Vinton, Jackson, Scioto, Morgan, Pike, Pickaway, Athens, Fayette, Richland, Marion, Crawford (excluding Galion), Hardin (Local 1059), Champaign and Logan (Local 1099) in the State of Ohio.

This Agreement shall not apply to any stores outside of Franklin County that are opened after June 1, 1985, which are not replacement stores or a store opened within one (1) year after an existing store in that particular city has been closed and no other store exists in that city.

A. The Sav-on Non-Food Agreement shall apply to any current store that is newly expanded to 37,000 square feet or larger.

2.2 Union Shop

It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union in good standing on the execution date of this Agreement shall remain members in good standing, and those who are not members on the execution date of this Agreement shall, on the thirty-first (31st) day following the execution date of this Agreement, become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its execution date shall, on the thirty-first (31st) day following the beginning of such employment, become and remain members in good standing in the Union.

For the purpose of this Article, the execution date of this Agreement shall be considered its effective date.

Upon written request by an authorized representative of the Union, the Employer agrees to separate from employment any employee within five (5) working days after notification by the Union that such employee has failed to comply with this Article II, Section 2.2, limited only by the Labor Management Relations Act of 1947, as amended.

2.3 Checkoff

The Employer agrees to deduct union dues and initiation fees and uniform assessments from the wages of employees in the bargaining unit who provide the Employer with a voluntary, written authorization, which shall not be irrevocable for a period of more than one (1) year, or beyond the termination of this Agreement, whichever occurs sooner. Such deductions will be made by the Employer from the weekly wages of employees, mutually agreed between the Employer and the Union, and transmitted to the Union by the tenth (10th) of the following month.

2.4 In the event no wages are then due the employee, or are insufficient to cover the required deduction, the deduction for such week shall, nevertheless, be made from the first wages of adequate amount next due the employee, and thereupon transmitted to the Union.

2.5 Active Ballot Club

The Employer agrees to transmit to the Local Union contribution deductions to the UFCW Active Ballot Club from employees who are Union members and who sign deduction authorization cards. The deductions shall be in the amount specified on the political contribution deduction authorization card and shall be deducted not more than once each month, and transmitted to the Union by the tenth (10th) of the following month.

2.6 Employee Information

The Employer shall provide the Union a list of new employees (including manager trainees) weekly showing employee's name, residence address, social security number, birth date, store number and date of employment. The Union will also be advised when an employee is transferred from one Local Union to another Local Union. The Employer also agrees to notify the Union of layoffs, leaves of absence, permanent transfers, promotions and terminations on a weekly basis.

2.7 The Store Manager shall notify the Union Steward of all new hires within forty-eight (48) hours of their starting time.

2.8 The Employer will also provide every three (3) months (January, April, July and October) in each store, with a copy to the Union, a list of all employees employed in the store with the job titles and seniority date. Such list shall be made available to the employees upon request.

2.9 Probationary Employees

The Employer may secure new employees from any source whatsoever. During the first thirty (30) days of employment, a new employee shall be on a trial basis and may be discharged at the discretion of the Employer. By mutual agreement between the Business Representative of the Local Union and store management, such trial period may be extended for an additional thirty (30) days probationary period. In the case of a new store, the probationary period shall be sixty (60) days from the date of hire.

2.10 Other Agreements

The Employer (any member of management) agrees not to enter into any agreement or contract with his employees, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement.

2.11 Union Visitation

The manager of a store shall grant to any accredited Union official access to the store for the purpose of satisfying himself that the terms of this Agreement are being complied with.

2.12 Union Store Card

The Employer agrees to display a Union Store Card and decal in a prominent place in its stores. The Union Card is and shall remain the property of the Union.

2.13 Bulletin Boards

The Employer agrees to provide bulletin board space for the purpose of posting Union notices.

2.14 Shop Steward

The Union shall have the right to designate a shop steward and alternate Night Steward for each store. The shop steward shall act for the Union in signing up employees for Union membership and in explaining the functions of the Union to employees. The shop steward shall be the last employee to be laid off or reduced in hours in his classification in his store. The Union agrees to furnish the Employer a list of shop stewards and any necessary revisions of this list due to changes.

The Shop Steward shall receive one (1) day off each year, with pay by the Employer, to attend the Local Union Shop Seminar.

ARTICLE III MANAGEMENT RIGHTS

The management of the business and the direction of the working forces, including the right to plan, direct and control store operations, hire, suspend, or discharge for proper cause, transfer or relieve employees from duty because of lack of work or for other legitimate reasons, the right to study or introduce new or improved production methods or facilities, and the right to establish and maintain rules and regulations covering the operation of the stores, a violation of which shall be among the causes for discharge, are vested in the Employer; provided, however, that this right shall be exercised with due regard for the rights of the employees, and provided further that it will not be used for the purpose of discrimination against any employee or for the purpose of invalidating any contract provision.

A current copy of store rules and regulations shall be submitted to the Union prior to implementation.

ARTICLE IV DISPUTE PROCEDURE

4.1 Grievances must be taken up promptly and no grievance will be considered or discussed which is presented later than twenty (20) calendar days after such has happened, except a grievance arising from an error in wage payment to the employee may be presented within two (2) years.

4.2 Handling Grievances

Should any differences, disputes or complaints arise over the interpretation or application of the contents of this Agreement, such disputes, disagreements or complaints shall be reduced to writing and there shall be an earnest effort on the part of both parties to settle such promptly through the following steps:

Step 1. By conference between the aggrieved employee and/or the shop steward and/or the authorized Union representative and the Manager of the Store. If this step does not settle the grievance and the employee and/or the Union wishes to take it to Step 2, it shall be referred within ten (10) calendar days to Step. 2.

- Step 2.** By conference between the Union representative and the Zone Manager. Such conference shall take place within fourteen (14) calendar days. If this step does not settle the grievance and the Union wishes to take it to Step 3, it shall be referred within ten (10) calendar days to Step 3.
- Step 3.** By conference between an official or officials of the Union and the KMA Vice President, a representative or representatives of the Employer delegated by the KMA Vice President, or both. Such conference shall be scheduled within ten (10) calendar days of notification to the Employer.
- Step 4.** In the event the last step fails to settle the grievance, the Union, if it desires to submit the grievance to arbitration, shall so notify the Employer within ten (10) calendar days after completion of Step 3.

4.3 No grievance will be discussed unless the outlined procedure has been followed except that the parties by mutual agreement may waive a step or steps of the grievance procedure. Furthermore, the above time limits may be extended by the mutual agreement of the parties.

The parties agree that grievances may arise of a general nature affecting or tending to affect several employees, and that such grievances may be initiated at any of the above steps deemed appropriate by the parties.

4.4 Discussions between employees and representatives of the Union, including the Shop Steward, or among themselves concerning grievances, may take place during working hours, within reason, in order to settle grievances promptly.

4.5 Nothing contained in this Article IV shall act as a waiver of the employee's right to appeal directly to the management of the Employer or to the officials of the Union.

4.6 Discharge

The Employer may, at any time, discharge any worker for proper cause. The Employer shall notify the Union of an employee's discharge in writing within five (5) calendar days after the discharge giving the reasons thereof. The Union, if it wishes to contest the discharge, shall file a written complaint with the Employer within ten (10) calendar days following the post-marking date of the notice of discharge, asserting that the discharge was improper. Such complaint must be taken up promptly and if the Employer and the Union fail to agree within ten (10) calendar days, it shall be referred within four (4) calendar days to Arbitration. Should the Arbitrator determine that it was an unfair discharge, the Employer will reinstate the employee in accordance with the findings of the Arbitrator.

4.7 Arbitration

The parties to this Agreement shall request the Director of the Federal Mediation and Conciliation Service to furnish a panel of seven (7) arbitrators from which the Arbitrator shall be chosen, within fifteen (15) days from date of the receipt of the panel, by the alternate striking of names. The fifteen (15) days limit for the selection of the Arbitrator and/or the date of the hearing may be extended and/or changed by mutual agreement of the two parties. The Employer and the Union shall decide who will strike first by flipping a coin. The Arbitrator shall not be vested with the power to change, modify or alter this Agreement but only to interpret the provisions of the Agreement. The decision of the Arbitrator shall be binding on both parties. The expenses of the Arbitrator shall be paid for jointly.

4.7(1) Accelerated Arbitration

The parties agree that, in lieu of the procedures outlined above, by mutual agreement, a special expedited arbitration process may be utilized. It is not anticipated that such case will involve substantial questions of contract interpretation.

A panel of at least nine (9) arbitrators, but not to exceed nine (9) shall be mutually designated by the parties from a panel of forty-five (45) names provided by the FMCS. Their expenses and fees shall be borne equally by the Company and the Union. The panel of arbitrators shall be selected from FMCS provided that each one selected to serve as a member on the panel must agree to abide by all rules and time limits set forth in this arbitration procedure. The list of members of the panel shall be maintained alphabetically by the parties to be used on a rotating basis.

If the parties agree to use this method of arbitration, the hearing date shall be scheduled within fourteen (14) days following the Step 3 meeting. It is the intention of the parties that the hearing will be conducted within forty-five (45) days from the date the arbitrator is notified of his selection. This time limit may be extended by mutual agreement of the parties.

It is further agreed that an arbitrator mutually selected to hear such a case must agree in advance to render a short written decision within thirty (30) days of the date of hearing, but the arbitrator must announce his decision by telegram no later than seven (7) days following the close of the hearing. The telegram as well as copies of the decision shall be mailed to the Executive Officers of Locals No. 1059, 1099, and the Personnel Manager.

The decision of the arbitrator will have the same force and effect as an award rendered pursuant to the more formal arbitration procedure detailed in Article IV. The arbitrator shall, in no event, have the power to disregard or modify any provision of the Agreement.

The parties agree, in such expedited cases, to present in advance of the hearing a written stipulated issue to the arbitrator. If the parties are unable to stipulate an issue for the expedited arbitration, there shall be no expedited arbitration.

In all cases where the term "days" is used, Saturday, Sunday and holidays are excluded.

4.8 Constructive Advice Records

All constructive advice records shall be issued and signed by non-bargaining unit employees only. Disciplinary action causing lost time shall be at the direction of the non-bargaining unit employees or the person designated in charge of the store.

When a constructive advice record is to be discussed with an employee, the employee, upon request, shall have the Union Steward or his alternate present.

Constructive advice records used by the Employer shall not affect the employee's right to file a grievance.

Any such constructive advice record not received by the Union within eighteen (18) days of the consultation date shall be null and void. Any constructive advice record which does not involve a disciplinary suspension, after twelve (12) consecutive months have elapsed without a recurrence of the same nature, shall be null and void. Any constructive advice record which does involve a disciplinary suspension, after twenty-four (24) months have elapsed without a recurrence of the same nature, shall be null and void.

Constructive advice records shall be discussed with the employee no later than the employee's third working day following the manager's knowledge of the incident.

ARTICLE V BARGAINING UNIT WORK

5.1 Outside Salesmen

The practice of outside salesmen stocking shelves shall not be expanded during the term of this Agreement except that if a brand of merchandise now being stocked by outside salesmen is discontinued and another brand substituted or a new brand is added, salesmen may stock all brands of the same type of merchandise; for example, if a new brand of cookies is added or substituted, salesmen may stock the new brand.

The following items are presently being stocked completely or partially by outside salesmen: Bottled Beverages, Cookies, Crackers and Snacks; Wholesale Distributors, i.e. Specialty Foods, Magazines, Bakery, and Greeting Cards (when such service is available).

The understanding in the two paragraphs immediately above shall not apply in new or remodeled stores through the first two (2) weeks of operation after the store is opened.

It is further understood that the rotation of merchandise, taking inventory or ordering shall not be considered stocking. It is further understood that representatives of vendors may be utilized during a shelf reallocation only for the purpose of "facing" the new allocation of product. Actual stocking of the reallocated product will be performed by store employees.

5.2 Management Work

In stores having both manager and co-manager(s), the Employer agrees that they will not perform work normally done by members of the bargaining unit. This does not preclude the manager and co-manager(s) from doing the above due to employees being absent where no one is available to do the work or circumstances beyond the control of the Employer. It is understood, however, that work incidental to handling customers' requests, inventorying product(s) and merchandise mark-downs are not a violation of this Section.

5.3 Violations

In the event of a proven violation of this Article, the Employer will pay to the employee(s) filing the grievance the amount of time spent in such proven violation at time and one-half (1½x) their regular rate of pay.

ARTICLE VI

NO STRIKE/NO LOCKOUT - PICKET LINE

6.1 No Strike/No Lockout

During the term hereof, the Union agrees that there shall be no strike or any other interference with or interruption of the normal conditions of the Employer's business by the Union or its members. The Employer agrees that there shall be no lockout.

6.2 Picket Line

No employee shall be required to cross a legal picket line which has been officially sanctioned by the Union. The Union will not officially sanction a picket line until it has discussed such action with the Employer.

ARTICLE VII

WAGES

7.1 Hourly Rates of Pay

Rates of pay and pay schedules as set forth below shall remain in effect for the life of this Agreement and shall constitute the basis for determination of wages for time worked.

7.2 All employees will progress through the brackets on the basis of weeks (or portions thereof) worked, i.e., twenty-six (26) weeks worked equals six (6) months.

Effective 6/2/85, hourly rate reductions and lump-sum payments (minus legally required deductions) will be made to employees at the **TOP RATE** for their classification, as specified below.

Effective 6/1/86, the same hourly rate reductions and lump-sum payments (minus legally required deductions) shall again be made to employees at the **TOP RATE** for their classification, as specified below.

Effective 5/31/87, employees at the **TOP RATE** who receive the 6/2/85 and the 6/1/86 lump sum payments shall receive an additional lump sum payment (minus legally required deductions), as specified below.

ZONE A

<u>Classification</u>	<u>Effective Dates</u>			<u>Lump Sum Payment</u>		<u>Lump Sum Pmt.</u>	
	<u>8/12/84</u>	<u>6/2/85</u>	<u>6/1/86</u>	<u>6/2/85 and 6/1/86</u>	<u>Regular/Non Reg.</u>	<u>5/31/87</u>	<u>Reg. / Non-Reg.</u>
<u>Head Grocery/Head Produce</u>							
\$.00 - 60,000.00	12.15	11.65	11.15	\$1,000.00	500.00	350.00	175.00
\$ 60,000.01 - 120,000.00	12.25	11.75	11.25	\$1,000.00	500.00	350.00	175.00
\$ 120,000.01 - 225,000.00	12.40	11.90	11.40	\$1,000.00	500.00	350.00	175.00
\$ 225,000.01 - Over	12.45	11.95	11.45	\$1,000.00	500.00	350.00	175.00
<u>Asst. Head Grocery/Produce</u>							
\$ 120,000.01 - Over	11.55	11.05	10.55	\$1,000.00	500.00	350.00	175.00
<u>Customer Service Coordinator</u>							
\$.00 - 60,000.00	12.05	11.55	11.05	\$1,000.00	500.00	350.00	175.00
\$ 60,000.01 - 120,000.00	12.20	11.70	11.20	\$1,000.00	500.00	350.00	175.00
\$ 120,000.01 - 225,000.00	12.35	11.85	11.35	\$1,000.00	500.00	350.00	175.00
\$ 225,000.01 - Over	12.45	11.95	11.45	\$1,000.00	500.00	350.00	175.00
<u>Asst. Cust. Service Coordinator</u>							
	11.32	10.82	10.32	\$1,000.00	500.00	350.00	175.00
<u>Head Dairy</u>							
\$.00 - 60,000.00	11.35	10.85	10.35	\$1,000.00	500.00	350.00	175.00
\$ 60,000.01 - 120,000.00	11.50	11.00	10.50	\$1,000.00	500.00	350.00	175.00
\$ 120,000.01 - 225,000.00	11.55	11.05	10.55	\$1,000.00	500.00	350.00	175.00
\$ 225,000.01 - Over	11.65	11.15	10.65	\$1,000.00	500.00	350.00	175.00
<u>Head Frozen Food</u>							
\$ 90,000.01 - 120,000.00	11.50	11.00	10.50	\$1,000.00	500.00	350.00	175.00
\$ 120,000.01 - 225,000.00	11.55	11.05	10.55	\$1,000.00	500.00	350.00	175.00
\$ 225,000.01 - Over	11.65	11.15	10.65	\$1,000.00	500.00	350.00	175.00
<u>Head Deli/Bakery - Zones A & B</u>							
\$.00 - 120,000.00	11.35	10.85	10.35	\$1,000.00	500.00	350.00	175.00
\$ 120,000.01 - 225,000.00	11.75	11.25	10.75	\$1,000.00	500.00	350.00	175.00
\$ 225,000.01 - Over	11.85	11.35	10.85	\$1,000.00	500.00	350.00	175.00
<u>Assistant Head Deli/Bakery and Head Cheese Shop - Zones A & B</u>							
\$ 120,000.01 - Over	9.95	9.45	8.95	\$1,000.00	500.00	350.00	175.00
<u>Clerks Hired Prior to 11/11/79</u>							
Start	5.45	5.45	5.45				
After 6 months	5.85	5.85	5.85				
After 12 months	6.35	6.35	6.35				
After 18 months	7.00	7.00	7.00				
After 24 months	7.70	7.70	7.70				
After 30 months	8.55	8.55	8.55				
After 36 months	11.07	10.57	10.07	\$1,000.00	500.00	350.00	175.00
<u>Clerks Hired Between 11/10/79 and 3/16/82</u>							
Start	4.40	4.40	4.40				
After 6 months	4.95	4.95	4.95				
After 12 months	5.40	5.40	5.40				
After 18 months	6.10	6.10	6.10				
After 24 months	6.75	6.75	6.75				
After 30 months	8.00	8.00	8.00				
After 36 months	11.07	10.57	10.07	\$1,000.00	500.00	350.00	175.00

Effective 6/2/85, adjust "after 36 month" rate for clerks hired prior to 3/82 to \$10.07.

ZONE A (continued)

<u>Classification</u>	<u>Effective Dates</u>			<u>Lump Sum Payment</u>		<u>Lump Sum Pmt.</u>	
	<u>8/12/84</u>	<u>6/2/85</u>	<u>6/1/86</u>	<u>6/2/85 and 6/1/86</u>	<u>5/31/87</u>	<u>Reg. / Non-Reg.</u>	<u>Reg. / Non-Reg.</u>
*FORMER NON-FOOD							
*Deli/Bakery Clerks at \$7.10 or Higher Rate as of 6/2/85	Cents/hr.Reductions						
	6/2/85 and 6/1/86						
	10¢			\$200.00	100.00	70.00	35.00
*Head Deli/Bakery Clerks							
\$.00 - 120,000.00	10.35	10.35	10.35				
\$ 120,000.01 - 225,000.00	10.75	10.75	10.75				
\$ 225,000.01 - Over	10.85	10.85	10.85				
Asst. Head Deli/Bakery Clerks							
\$ 120,00.00 - Over	8.95	8.95	8.95				
Deli/Bakery Hired Prior to 11/11/79							
Start	5.65	5.65	5.65				
After 6 months	6.00	6.00	6.00				
After 12 months	6.35	6.35	6.35				
After 18 months	6.95	6.95	6.95				
After 24 months	7.35	7.35	7.35				
After 30 months	9.25	8.85	8.45	\$800.00	400.00	280.00	140.00
Deli/Bakery Hired Between 11/10/79 and 3/15/82							
Start	4.60	4.60	4.60				
After 6 months	4.85	4.85	4.85				
After 12 months	5.10	5.10	5.10				
After 18 months	5.85	5.85	5.85				
After 24 months	6.40	6.40	6.40				
After 30 months	7.15	7.15	7.15				
After 36 months	9.25	8.85	8.45	\$800.00	400.00	280.00	140.00
General Merchandise Clerks Hired Prior to 3/16/82							
Start	4.25	4.25	4.25				
After 6 months	4.50	4.50	4.50				
After 12 months	5.05	5.05	5.05				
After 18 months	5.25	5.25	5.25				
After 24 months	5.55	5.55	5.55				
After 30 months	6.35	6.05	5.75	\$500.00	250.00	192.00	96.00
Demonstrators Hired Prior to 3/16/82							
Start	3.80	3.80	3.80				
After 6 months	4.15	4.15	4.15				
After 12 months	5.10	4.85	4.60	\$200.00	100.00	70.00	35.00
Courtesy Clerks Hired Prior to 3/16/82							
After 12 months (1985)	4.35	4.25		\$200.00	100.00		
(1986)			4.20	\$100.00	50.00	70.00	35.00

ZONE B

Zone "B" rates shall be in effect for all employees hired after 1/1/77 in the following stores: (Local 1059) Johnstown, Delaware, New Lexington, Athens, Logan, Glouster, Lancaster, Nelsonville, Zanesville, McConnelsville, Circleville, Jackson, McArthur, Waverly, Washington Court House, Wellston, London, Marysville, Wheelersburg and Mt. Vernon; (Local 1099) Bellefontaine and Urbana and for employees hired after 11/11/79 in the following stores: (Local 1059) Chillicothe, Portsmouth, Cambridge and Bucyrus.

Classification	Effective Dates			LumpSum Payment		LumpSum Pmt.	
	8/12/84	6/2/85	6/1/86	6/2/85 and 6/1/86 Regular/Non Reg.		5/31/87 Reg. / Non-Reg.	
Head Grocery/Head Produce							
\$.00 - 60,000.00	11.65	11.15	10.65	\$1,000.00	500.00	350.00	175.00
\$ 60,000.01 - 120,000.00	11.75	11.25	10.75	\$1,000.00	500.00	350.00	175.00
\$ 120,000.01 - 225,000.00	11.90	11.40	10.90	\$1,000.00	500.00	350.00	175.00
\$ 225,000.01 - Over	11.95	11.45	10.95	\$1,000.00	500.00	350.00	175.00
Assistant Head Grocery/Produce							
\$ 120,000.01 - Over	11.10	10.60	10.10	\$1,000.00	500.00	350.00	175.00
Customer Service Coordinator							
\$.00 - 60,000.00	11.55	11.05	10.55	\$1,000.00	500.00	350.00	175.00
\$ 60,000.01 - 120,000.00	11.70	11.20	10.70	\$1,000.00	500.00	350.00	175.00
\$ 120,000.01 - 225,000.00	11.85	11.35	10.85	\$1,000.00	500.00	350.00	175.00
\$ 225,000.01 - Over	11.95	11.45	10.95	\$1,000.00	500.00	350.00	175.00
Asst.Cust.Serv.Coordinator							
	10.87	10.37	9.87	\$1,000.00	500.00	350.00	175.00
Head Dairy							
\$.00 - 60,000.00	10.85	10.35	9.85	\$1,000.00	500.00	350.00	175.00
\$ 60,000.01 - 120,000.00	11.00	10.50	10.00	\$1,000.00	500.00	350.00	175.00
\$ 120,000.01 - 225,000.00	11.05	10.55	10.05	\$1,000.00	500.00	350.00	175.00
\$ 225,000.01 - Over	11.15	10.65	10.15	\$1,000.00	500.00	350.00	175.00
Head Frozen Food							
\$ 90,000.00 - 120,000.00	11.00	10.50	10.00	\$1,000.00	500.00	350.00	175.00
\$ 120,000.01 - 225,000.00	11.05	10.55	10.05	\$1,000.00	500.00	350.00	175.00
\$ 225,000.01 - Over	11.15	10.65	10.15	\$1,000.00	500.00	350.00	175.00
Clerks Hired Between 1/1/77 and 1/1/79							
Start	5.30	5.30	5.30				
After 6 months	5.65	5.65	5.65				
After 12 months	6.10	6.10	6.10				
After 18 months	6.70	6.70	6.70				
After 24 months	7.35	7.35	7.35				
After 30 months	8.15	8.15	8.15				
After 36 months	10.62	10.12	9.62	\$1,000.00	500.00	350.00	175.00
Clerks Hired Between 11/10/79 and 3/15/82							
Start	4.25	4.25	4.25				
After 6 months	4.75	4.75	4.75				
After 12 months	5.25	5.25	5.25				
After 18 months	5.80	5.80	5.80				
After 24 months	6.40	6.40	6.40				
After 30 months	7.60	7.60	7.60				
After 36 months	10.62	10.12	9.62	\$1,000.00	500.00	350.00	175.00

Effective 6/2/85, adjust "after 36 month" rate for clerks hired prior to 3/82 to \$9.62.

ALL STORES - ZONES A AND B

<u>Classification</u>	<u>Effective Dates</u>		
	<u>8/12/84</u>	<u>6/2/85</u>	<u>6/1/86</u>
<u>Clerks Hired After 3/15/82</u>			
Start	4.10	4.10	4.10
After 6 months	4.55	4.55	4.55
After 12 months	4.95	4.95	4.95
After 18 months	5.45	5.45	5.45
After 24 months	5.90	5.90	5.90
After 30 months	6.50	6.50	6.50
After 36 months	7.25	7.25	7.25
After 42 months	7.50	7.50	7.50
After 48 months	7.90	7.90	7.90
<u>Deli/Bakery Clerks Hired After 3/15/82</u>			
Start	3.85	3.85	3.85
After 6 months	4.50	4.50	4.50
After 12 months	4.90	4.90	4.90
After 18 months	5.40	5.40	5.40
After 24 months	5.85	5.85	5.85
After 30 months	6.45	6.45	6.45
After 36 months	6.90	6.90	6.90
<u>Demonstrators and Courtesy Clerks Hired After 3/15/82</u>			
Start	3.45	3.45	3.45
After 6 months	3.60	3.60	3.60
After 12 months	3.75	3.75	3.75
After 18 months	3.90	3.90	3.90
After 24 months	4.05	4.05	4.05
After 30 months	4.20	4.20	4.20
<u>General Merchandise Clerks Hired After 3/15/82</u>			
Start	3.65	3.65	3.65
After 6 months	4.00	4.00	4.00
After 12 months	4.30	4.30	4.30
After 18 months	4.70	4.70	4.70
After 24 months	5.15	5.15	5.15
After 30 months	5.65	5.65	5.65
After 36 months	5.75	5.75	5.75
<u>Liquor Clerks</u>			
0 to 30 days	4.50	4.50	4.50
30 days to 6 months	4.65	4.65	4.65
6 months to 12 months	5.00	5.00	5.00
12 months to 18 months	5.25	5.25	5.25
18 months to 24 months	5.50	5.50	5.50
24 months to 30 months	5.75	5.75	5.75
30 months to 36 months	6.00	6.00	6.00
Over 36 months	6.25	6.25	6.25

7.3 Establishing Department Head Wage Rates

On new stores or stores which may be remodeled, the Customer Service Coordinator, Head Grocery Clerk, Head Produce Clerk, Head Dairy Clerk, Head Frozen Food Clerk, Assistant Customer Service Coordinator, Assistant Head Grocery Clerk, Assistant Head Produce Clerk, Head Deli/Bakery, and Assistant Head Deli/Bakery Clerk and Cheese Shop Head classifications will be established based on the average total store sales for the first three (3) full periods.

7.4 It is hereby agreed that no Department Head or Assistant Department Head will be reduced in his rate of pay as a result of the change in store volumes provided for in this Agreement, it being further understood and agreed that any employee on the payroll of the Employer on the effective date of this Agreement who is classified as a Department Head or Assistant Department Head shall receive the wage increases and rates of pay in the same classification of Department Heads and Assistant Department Heads as provided for in this Agreement.

7.5 Effective beginning of Kroger year 1985, department head rates will be established on the average weekly total sales for the preceding thirteen (13) full periods ending just prior to this date on the basis provided herein. Again, effective beginning of Kroger year, 1986, and beginning of Kroger year, 1987, department head rates will be established on the average weekly total sales for the preceding thirteen (13) full periods ending just prior to this date on the basis provided herein.

7.6 Appointing Assistant Customer Service Coordinators

Assistant Customer Service Coordinator(s) will be appointed on the basis of average weekly sales of the store in accordance with Section 7.5 above as follows:

\$ - 0 -	- \$ 60,000 - 1 per store
\$ 60,000.01 - \$120,000	- 2 per store
\$120,000.01 - over	- 3 per store

7.7 Previous Experience

Previous proven comparable experience shall be recognized for rates of pay if such experience has been worked within the past five (5) years with The Kroger Co. It is understood that references to The Kroger Co. shall be interpreted to mean Dillon Food Stores and their subsidiaries, i.e. Fry's, City Markets, King Sooper, etc. except convenient-type operations. For other new employees, the starting rate to be agreed upon between the Employer and the employee. Previous experience must be shown on the employment application, otherwise the employee forfeits any claim under this provision.

Claims for rate adjustment based on previous experience must be filed in writing within ninety (90) days from date of employment, otherwise the employee forfeits any claim under this provision.

7.8 New Job Classifications

In the event the Employer creates a new job classification which involves new job duties, responsibilities or skills, the Employer agrees to negotiate with the Union the rate of pay for the new job classification.

7.9 Other Work

Employees shall perform any work which the Manager of the Store or Zone Manager may direct, with the understanding that when an employee is assigned to a job with a lesser rate, he will be entitled to his regular rate of pay unless, due to a decrease of work, he has been regularly assigned to a lower rated job and desires to retain such job rather than accept a layoff.

7.10 Department Head Relief

Any employee assigned to relieve a Department Head or Assistant Department Head for more than two (2) full days shall receive the contract rate in effect for the classification in the store involved for such time spent on relief.

The employee assigned to relieve a Department Head will be the most senior qualified Assistant Department Head, where applicable, or if not applicable, the most senior qualified clerk, first within that department, and then within the store.

ARTICLE VIII
JOB DESCRIPTIONS

8.1 Courtesy Clerk

A Courtesy Clerk employee's work is restricted to the following duties:

- A. Assistance to customers at the checkstands and in transporting merchandise purchased by them to their automobiles;
- B. The collection of shopping carts as required;
- C. Maintain the area of the checkstands and customer entrances in an orderly condition through clean-up work and the stocking of supplies in the checkstands, which shall not include merchandise for sale;
- D. Sort empty returnable containers and put in proper order for return;
- E. Clean up spills and restrooms;
- F. Performing product to shelf price checks;
- G. Maintenance of lawn and shrubs;
- H. Cleaning up breakage anywhere in the store;
- I. Interior and exterior window cleaning;
- J. Conditioning displays outside the store;
- K. Weighing produce when scales are in front end;
- L. Getting change for cashiers;
- M. All floor care (this provision shall not be used to reduce clerks' hours which are presently spent in cleaning duties, i.e. floor care);
- N. Returning orphans, i.e. merchandise left at check stands by customers.

8.2 In the event of any violation of Section 8.1, the Union or the employee shall notify the Store Manager in writing, stating the incident and date. If the violation is substantiated, the Employer will pay to the most senior employee not working forty (40) hours that week within the store the amount of time spent in such proven violation at the employee's regular rate of pay. If this would result in the employee receiving more than forty (40) hours pay, the hours in excess of forty (40) hours would go to the next senior employee not working forty (40) hours that week in the store. A second violation of this section occurring within the same store, in addition to the above payment penalty, the senior Courtesy Clerk not involved in the violation shall be raised to the beginning Clerk rate of pay and maintain his seniority in the Courtesy Clerk classification. If a third violation occurs, all Courtesy Clerks in the store shall receive two (2) times the beginning Clerks' rate of pay for all time spent in the violation, with a minimum of one (1) hour.

In the event a Courtesy Clerk employee deliberately violates Section 8.1 without being instructed to do so, he will be subject to discipline, up to and including discharge.

8.3 General Merchandise Clerks

Duties of the General Merchandise Clerk shall include and be limited to the ordering, receiving, pricing, stocking, and all work associated with the following items or product lines:

- A. Health and Beauty Aids;
- B. "Peyton-type" merchandise;

- C. Continuity Programs, e.g. dishes, encyclopedias, etc.
- D. General Merchandise shippers and promotion, e.g. records, gloves, J-hooks, etc.;
- E. Any other non-food merchandise except that merchandise that is required for normal household maintenance, such as soap powders, bleaches, etc.
- F. Candy, tobacco, diapers, baby formula, cat litter;
- G. Lobby/Service Center (cannot perform bookkeeping duties).

Employees in this classification shall not be permitted to perform Produce or Deli/Bakery Department work. In addition, they shall not perform work as a cashier, courtesy clerk, general store maintenance, a member of a regular stock crew, or operating the compactor, except that they shall be permitted to clean up their own refuse and operate the compactor to this extent.

This article shall not apply to stores where there is a Sav-on Non-Food contract, unless approved by the Local Union.

8.4 Food clerks (currently doing general merchandise work) will be maintained on the general merchandise job until bona fide openings occur. Their current rate of pay (including 15¢ premium) will be maintained until such time as the Food Clerk rate exceeds such rate.

8.5 There shall be no right of claiming hours of work in this classification by employees in other classifications and vice versa.

8.6 Demonstrators

Demonstrators duties shall be limited to securing, preparing and demonstrating product, but they will otherwise not perform any other bargaining unit work. Outside vendor demonstrators may be used to demonstrate the following products: snacks, soft drinks, dog food and newly introduced items, with prior notice to the Union.

8.7 Liquor Clerks

The duties of the classification shall be limited to the ordering, receiving, pricing, stocking, inventorying, record keeping, and all work associated with liquor products sold as a state liquor agent.

There shall be no right of claiming hours of work in this classification by employees in other classifications and vice versa.

The Employer shall post a notice of any liquor clerk opening within the store specifying the duties, limitations, and wage rates for seven (7) days. The Employer shall base assignments to this position on seniority, previous work experience, and qualifications based on past performance criteria. The Union shall retain the right to question, through the Grievance and Arbitration Procedure, whether the Employer has given due regard to seniority.

Such employee shall receive a rate of pay equal to their present rate, if applicable, or the next higher rate of pay on the liquor clerk rate schedule. However, no existing employee shall start higher than the 24-30 month rate.

ARTICLE IX

HOURS OF WORK, OVERTIME AND PREMIUM PAY

9.1 Workweek/Workday

The workweek shall consist of forty (40) hours, Monday through Saturday, to be worked in five (5) days or less. A day shall be considered to mean a workday or shift, not necessarily a calendar day.

Where, at the request of the employee or the Employer, it has been mutually agreed by the employee and the Employer to work four (4) ten (10) hour days, the workweek shall consist of forty (40) hours, Monday through Saturday, to be worked in four (4) days of ten (10) hours each. A ten (10) hour day shall be considered to be a workday or shift, not necessarily a calendar day.

9.2 Overtime

Time and one-half ($1\frac{1}{2}x$) will be paid for all work performed in excess of eight (8) hours per day, forty (40) hours per week, Monday through Saturday, or work performed on the sixth (6th) day in the workweek, Monday through Saturday. For the purpose of determining the sixth (6th) day of work, such day shall be the employee's scheduled day off.

Where it has been mutually agreed to work four (4) ten (10) hour days, time and one-half ($1\frac{1}{2}x$) will be paid for all work performed in excess of ten (10) hours per day, forty (40) hours per week, Monday through Saturday, or work performed on the fifth (5th) or sixth (6th) day in the workweek, excluding Sundays and holidays.

For the purpose of determining the fifth (5th) or sixth (6th) day of work, such day(s) shall be the employee's scheduled day(s) off. Time and one-half ($1\frac{1}{2}x$) shall be paid on the weekly basis or daily basis, whichever is greater, but in no case on both.

There shall be no pyramiding of premium pay and any hours paid for at premium pay will be set aside and not used in the computation of other premium pay or in the computation of overtime.

No employee will be allowed or made to accept time off as compensation for overtime.

9.3 Premium Pay

9.31 Night Premium

Any employee who works between 9:00 p.m. and 6:00 a.m. the following day, excluding Sundays and holidays as provided for in this Agreement, except employees closing out a schedule, shall be paid forty-five cents (45¢) per hour in addition to his regular hourly rate of pay for such hours worked. The night premium provided for in this Section shall be paid in addition to any other applicable premium pay.

9.32 Third (3rd) Night Premium

Department Heads and Assistant Department Heads who work a full scheduled week as specified in Section 9.1 above, and who work more than two (2) nights per week after 6:15 p.m. shall be paid time and one-half ($1\frac{1}{2}x$) the straight time hourly rate for all hours worked after 6:15 p.m. on other than the two nights. There shall be no pyramiding of premium pay and any hours paid for at premium pay will not be used in the computation of other premium pay or in the computation of overtime. This paragraph shall not apply to Department Heads and Assistant Department Heads working more than fifty per cent (50%) of their hours on the night operation as defined in Section 9.31 above.

9.33 Sunday/Holiday Premium

Effective May 26, 1985 any work performed on Sunday or the holidays provided for in Article XI shall be paid for at time and one-half ($1\frac{1}{2}x$) the employee's straight time hourly rate. There shall be no pyramiding of premium pay and any hours paid for at premium pay shall not be counted in computing overtime.

9.4 Rest Periods

Employees working less than six (6) hours will be given one (1) rest period of fifteen (15) minutes. Employees working six (6) hours or more will be given two (2) rest periods of fifteen (15) minutes each. Rest periods will be scheduled by the Store Manager in accordance with the needs of the business, but no earlier than two (2) hours after reporting time and no later than one (1) hour before lunch or quitting time. The second break shall not be scheduled until one (1) hour after lunch.

9.5 Lunch Periods

Employees shall be granted one-half ($\frac{1}{2}$) hour uninterrupted period for meal time at approximately the middle of the working day. Meal periods shall not be scheduled until an employee has worked three (3) hours and the employee will not be required to work more than five (5) hours prior to beginning such meal period. Employees who certify in writing that they desire the meal period of one (1) hour on a "continuing" basis shall be entitled to the hour meal period. ("Continuing" shall be defined, as referred to above, to mean not sooner than 120 days.) Meal periods will not be required unless an employee has been scheduled more than six (6) hours unless in conflict with State or Federal law. Employees will be scheduled for meal periods based upon starting times, considering the type of work performed and classification.

ARTICLE X WORK SCHEDULES

10.1 Posting Schedules

The hours for each employee shall be scheduled by the Employer in accordance with the seniority provisions of this Agreement. The schedule for all employees in each store shall be posted in the employees' break room, and shall be adhered to according to this Agreement.

A work schedule for the succeeding week for all employees (showing first and last names) shall be posted in each store not later than 9:00 a.m. Friday of the current week. A copy shall be given to the Steward. In the event such schedule is not posted, the schedule for the preceding week shall prevail, unless such schedule is not appropriate because either week contains a holiday. The schedule shall be listed in order of seniority.

An employee with seniority shall advise the Store Manager that he is available for a posted schedule of hours within twenty-four (24) hours after the store schedule is posted; otherwise, the employee has no claim on such schedule of hours under the Available Hours Clause. Management will notify those employees who are not on the schedule between 9:00 a.m. and 12:00 noon Saturday, whose schedule has been affected by the first bump.

After the initial claim(s) of hours are made, employees whose schedule has been affected by such claiming shall have until 3:00 p.m. Saturday to claim any hours for which they may be eligible under the Available Hours Clause. Following such claiming, the employee and the Steward shall be advised.

10.2 Daily/Weekly Guarantee

Employees who are instructed to report for work shall be guaranteed at least four (4) hours work. Such call-in guarantee shall not apply if the hours are not available due to the Available Hours Clause, Article X, Section 10.8.

A non-regular employee who reports for work upon request shall receive a minimum of twelve (12) hours pay during that week (including Sunday) at the appropriate rate provided he is available for such twelve (12) hours work, except when called in at the end of the week and twelve (12) hours work is not available. Such guarantee shall not apply if the hours are not available due to the Available Hours Clause, Article X, Section 10.8.

10.3 Scheduling Overtime

Scheduled overtime shall be offered by seniority among employees who are qualified and available to do the necessary work within each store. Daily overtime, not previously scheduled, shall be offered by seniority among employees qualified and available to do the necessary work within the store who are present when the need for overtime arises.

10.4 Scheduling Sundays/Holidays

When work is performed on Sundays or holidays, it shall be rotated among all employees in the individual store on a voluntary basis; however, if a sufficient number of employees necessary to perform the work do not volunteer, work may be assigned on an inverse seniority basis. All regular and non-regular clerks will be eligible to volunteer for Sunday and holiday work on a wheel concept. The wheel will be ordered by seniority among regular and non-regular employees. Employees' eligibility to work on any given Sunday or holiday will be determined by the position of the wheel. Lists will be posted to solicit volunteers for Sunday and holiday work. Employees will be able to claim up to eight (8) hours on a Sunday or holiday in accordance with their position on the wheel, provided that it does not violate any of the terms or provisions of the Agreement.

For the purpose of rotation, an employee refusing to exercise his rights based on his seniority to work on Sunday or Holidays shall be considered to have worked for the purpose of rotation. Sunday rotation shall be separate from the rotation of holidays.

Sunday and Holiday work respectively for Courtesy Clerk employees shall be by rotation and such rotation is separate and apart from the normal clerk rotation.

The Employer will have thirty (30) days after the employee volunteers for Sunday and holiday work to train the employee to insure his ability to take his appropriate place on the wheel. For new employees this 30-day period will begin after completion of their probationary period.

10.5 Sunday Morning Work

The Employer may schedule employees between 12:01 a.m. and 6:00 a.m. Sundays according to the following provisions:

- A. Any employee working such schedule shall be on a voluntary basis, determined weekly.
- B. If, based on seniority, an employee is eligible to work both a Sunday morning schedule and his normal Sunday day-time or evening rotation, he shall be scheduled for the Sunday business hours shift unless he notifies the Store Manager that he prefers the Sunday morning shift (12:01 a.m. to 6:00 a.m.).
- C. Employees working forty (40) hours as of 11/11/79 shall work their forty (40) hours per week schedule Monday through Saturday unless they wish to volunteer to work the Sunday schedule (12:01 a.m. to 6:00 a.m.), in which case they may work their forty (40) hours Monday through 6:00 a.m. Sunday in five (5) eight (8) hour shifts.
- D. Employees volunteering to work the Sunday morning shift will receive the appropriate night premium, in addition to their regular rate of pay.
- E. The Employer shall insure that no employee working forty (40) hours as of 11/11/79 shall have their hours reduced as a result of the implementation of the Sunday A. M. Shift.
- F. This Section does not apply to stores which are open between Sunday 12:01 a.m. and 6:00 a.m.

10.6 Split Shifts

No employee shall be required or permitted to work a split shift schedule. A split shift is defined as two (2) work periods separated by more than one (1) hour. For any violation of this provision, the employee shall be paid as time worked between the two work shifts at the applicable rate of pay.

10.7 Time Off Between Shifts

There shall be a minimum of ten (10) hours off between scheduled work shifts, except Sunday and holiday work.

10.8 Available Hours

Employees shall receive available hours (any and all portions of less senior employee(s)' schedule(s)) up to and including eight (8) hours per day, forty (40) hours per week or thirty-two (32) hours in a holiday week, in accordance with seniority, if qualified to perform the work assigned and the job classification within the individual store provided that this does not conflict with another provision of this Agreement, and provided further that the employee with seniority advises the Store Manager that he is available for a posted schedule of hours within twenty-four (24) hours after the store schedule is posted. Available hours may be exercised only for the five (5) highest hour days in the week (four (4) highest hour days in holiday weeks) excluding Sundays and holidays. For the purpose of this Section 10.8 regular employees shall have seniority over non-regular employees.

10.9 Effective June 9, 1985, non-regular employees may not work (except call-off) nor claim more than thirty (30) hours per week, including Sundays and holidays. The Employer shall schedule regular employees, excluding the hours and status of courtesy clerks, demonstrators, and liquor clerks, for the ratio of total hours indicated below:

- A. Upon ratification, 65% of scheduled hours (including Sunday and holiday hours).
- B. Twelve months after ratification, 60% of scheduled hours (including Sunday and holiday hours).
- C. Twenty-four months after ratification, 55% of scheduled hours (including Sunday and holiday hours).

10.9(1) Hours added to the schedule during the week shall be added in accordance with paragraph 10.13.

10.9(2) The hours of regular employees will not be reduced to achieve the above ratios. The above ratios shall not limit regular employees from exercising all their rights to claim hours as provided in Section 10.8. Transfers shall not be made from store to store to achieve individual store ratios as above, except where mutually agreeable to the Employer and employee, upon written notice to the Union office prior to the effective date of transfer.

10.9(3) Once the ratios have been obtained, non-regular employees shall have first choice for regular jobs based on seniority and classification. After achieving the ratios, if the average ratio drops below those specified above for a four-consecutive-week period (to coincide with each Kroger accounting period), those regular positions shall be posted by individual store, and such positions shall be filled by non-regular employees within the individual store where such vacancy exists unless requests are being honored under 10.92 above and/or 14.10 (transfers). A non-regular employee promoted to fill the vacancy will qualify for regular status as provided in Article 13.7.

10.9(4) Schedules posted pursuant to Article 10.1 of this Agreement shall show the total hours, showing the percentages of full-time and part-time in compliance with this Article.

10.10 Courtesy Clerk Grandfather Hours

Food clerks on the payroll as of 11/10/79 may claim courtesy clerk hours up to the single highest average weekly straight-time hours as determined by one of the following three periods:

1. Average weekly straight-time hours worked between 9/5/76 - 10/2/76.
2. Average weekly straight-time hours worked between 10/17/76 - 10/13/76, for employees hired on or after 9/5/76. (For employees hired between 10/17/76 and 11/13/76, their average shall be computed by dividing the number of weeks worked into their total straight-time hours worked.)
3. Average weekly straight-time hours worked between 8/26/79 - 10/20/79.

Such claiming of hours is subject to no provisions of the Collective Bargaining Agreement being violated.

10.11 Earlier Starting Times

Earlier starting times will be assigned to the more senior clerks within their department (i.e. Front End, Grocery, Dairy, Frozen Food, Produce, Deli/Bakery, General Merchandise, Courtesy Clerk, Liquor Clerk) where such scheduling does not conflict with other provisions of this Agreement. Earlier starting time shall be defined as the shift that starts on or after 4:00 a.m. This paragraph shall not apply during the first sixty (60) days of a new store operation.

Customer Service Coordinators and Assistant Customer Service Coordinators shall not be scheduled earlier starting times, out of seniority, for the purpose of doing cashier work.

Union and Company agree to maintain past practice of administering this Article (10.11) and apply that interpretation to former Local 31 jurisdiction.

In the event that it is necessary to schedule an adjoining part-time shift and a full-time shift, the full-time shift shall be scheduled earlier, provided that this does not conflict with Section 10.8 and provided further that sufficient employees are available to fulfill both shifts.

Valid grievances involving earlier starting times shall be paid at straight-time rate of pay based on the difference between the earlier starting time and the later (shift) starting time.

Starting times of department heads and assistant department heads shall be determined by the Employer.

10.12 An employee may indicate to the Store Manager in writing (with a copy to the Union Steward) that he would like to be scheduled for "days/nights shifts" if available and seniority permits. It is understood that in making his personal preferences known for "days" or "nights" he may be scheduled for fewer hours than his seniority might normally entitle him under other pertinent contractual clauses. It is further understood that if shifts of his preference are not available, he will be scheduled by seniority under the terms of the contract. Written notice of intent shall stand for thirty (30) days and then until revoked in writing by the employee with one (1) week's notice. It is further understood that this procedure does not permit an employee to limit himself to the number of shifts he may be scheduled.

10.13 Additional Hours

When additional hours need to be added to the schedule to replace sickness or because of increased business, the following procedure will be followed. The Employer shall replace any or all of the vacated hours, by first offering by proper notification and by seniority to the most senior employee(s) already on the schedule, and having a work shift ending after 6:00 p.m., the earlier, desirable schedule of hours. In the event this cannot be done, a member of the bargaining unit will call, by seniority, employees not scheduled that day unless previously scheduled five (5) days. The senior person will be called to replace the necessary hours provided it does not create a violation of the contract or overtime pay.

10.14 Minimum Employees in Store

The Employer agrees that there will be a minimum of two (2) employees in the store whenever employees are working.

10.15 Scheduling Between Stores

Employees will not be permitted or scheduled to work in more than one (1) store per week unless a vacancy is created by absenteeism where the Employer cannot fill the vacancy under the Available Hours Clause, Section 10.8, or Section 10.13.

10.16 Civil Disorder Scheduling

In case an employee would lose time from his schedule for a particular week due to emergency caused by riot, civil disorder, fire, flood or other Acts of God, any arrangement worked out between the Union and the Employer to make up all or part of such lost time shall be valid under this Agreement. When work is offered under such arrangement an employee may accept such work or reject it and lose the time. However, in case of riot where a store must be closed and the police order the employees to vacate the store, any employee who has not completed his schedule for that day will be paid for the balance of his schedule for that day.

ARTICLE XI

HOLIDAYS

11.1 Recognized Holidays

The following shall be recognized as holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day, or days legally celebrated in lieu thereof.

No employee shall be required to work after 6:30 p.m. on Christmas Eve.

11.2 Holiday Pay (Unworked) - Regular Employees

Regular employees who work a full week in which a holiday occurs shall receive eight (8) hours pay in addition to the hours worked; provided that there shall be no deduction from pay of employees who work a full week in which a holiday occurs. Employees who are absent of their own accord during a holiday week shall be paid only for the hours actually worked, except where absence is caused by proven illness or is excused by the Employer, the employee shall receive holiday pay provided he worked any part of the holiday week.

In the above paragraph, "proven" shall not be construed to mean that a doctor's certificate is mandatory in each and every case, if the store manager has knowledge of an illness that, in his opinion, would make the requirement for such certificate unnecessary.

Overtime pay at time and one-half (1½x) will be paid during a holiday week after thirty-two (32) hours of work or for work performed on the fifth (5th) day (excluding Sunday and the holiday).

In a holiday week an employee working a ten (10) hour - four (4) day schedule would work three (3) ten (10) hour days and be compensated for ten (10) hours holiday pay. Any work performed on the fourth, fifth or sixth day(s) would be compensated at time and one-half (1½x) or in excess of thirty (30) hours in the week.

If a holiday occurs during the employee's vacation, he or she shall be paid one additional day's pay of eight (8) hours at straight time in addition to the vacation pay.

The word "employee" as used in this section shall mean people who normally work a full week as specified in Article IX, Section 9.1.

11.3 Birthday Holiday

In addition to the above named holidays, the Monday following the employee's birthday shall be a recognized holiday subject to the same conditions set forth for other holidays. In case this personal holiday falls in the same week as one of the above regular holidays, it shall be recognized on Monday of the following week. However, where scheduling problems are involved, the holiday may be scheduled on any Monday or Saturday within thirty (30) days immediately following the date on which the employee's birthday occurs, such day to be mutually agreeable to the Employer and employee.

11.4 Personal Holidays

Regular employees shall receive an additional personal holiday subject to the same conditions set forth in Sections 11.2 and 11.3 above for other holidays. This personal holiday shall be granted to qualified employees between January 1 and April 30 on a day mutually agreed upon by the Employer and employee.

11.5 All employees who qualify shall be granted an additional paid holiday on the same basis as other holidays. Such holiday may be celebrated by the employee in either one (1) of the following two (2) ways: (1) The employee's anniversary date of employment, to be celebrated in the week in which the employee's anniversary date occurs (or in the case of a holiday week, in the first non-holiday week that follows); or (2) the appropriate amount of holiday pay (but not time off) to be added to the first week of vacation. Employees shall notify the store manager of their choice as soon as possible after the beginning of the year.

11.6 All employees will receive one additional paid holiday in lieu of time off, which shall be paid for on the first week of vacation of the employee. Such pay shall not exceed eight (8) hours per holiday or per day.

11.7 All employees with one (1) year or service shall receive an additional personal holiday subject to the same conditions set forth in Section 11.2 and 11.3 above for other holidays. This personal holiday shall be granted to employees between June 1 and November 30 on a day mutually agreed upon by the Employer and employee.

11.8 Holiday Pay (Unworked) - Non-Regular Employees

A non-regular employee who has worked in twelve (12) weeks or more shall be entitled to holiday pay for the holidays set forth in Article XI, Section 11.1 and 11.2, provided he was scheduled for work in the holiday week and worked his scheduled hours in the holiday week. A non-regular employee shall be entitled to the holidays set forth in Sections 11.3, 11.4, 11.5, 11.6 and 11.7 subject to the same conditions as set forth for regular employees. If a holiday mentioned in Section 11.1, 11.3, 11.4, 11.5, 11.6 and 11.7 above occurs during the employee's vacation, he or she shall be paid pro-rata holiday pay at straight time in addition to vacation pay.

All provisions of Section 11.2 regarding time and one-half (1½x) shall also apply to this Section.

Employees who are absent of their own accord during a holiday week shall be paid only for the hours actually worked, except where absence is caused by proven illness or is excused by the Employer, the employee shall receive holiday pay provided he worked any part of the holiday week. Holiday pay shall be figured on the average hours worked for the four (4) consecutive weeks immediately preceding the holiday week on a pro-rata basis. In this paragraph, "proven" shall not be construed to mean that a doctor's certificate is mandatory in each and every case, if the store manager has knowledge of an illness that, in his opinion, would make the requirement for such certificate unnecessary.

11.9 Holiday Pay in the Event of Termination

If an employee who has not taken the holidays which he has earned by reason of his service leaves (regardless of whether he gives notice), goes into military service or is separated for any reason other than confessed or proven dishonesty, he shall receive his holiday pay at the time of leaving.

ARTICLE XII VACATIONS

12.1 Eligibility

All employees will be entitled to vacations as outlined below.

Eligibility for an employee's first vacation (one week) and for his increase in vacation (two, three, four, five and six weeks) will be determined by the anniversary date of his employment. "Service" means continuous employment with the Employer. The following schedule shall apply:

One (1) year service	One (1) week vacation
Three (3) years service	Two (2) weeks vacation
Seven (7) years service	Three (3) weeks vacation
Thirteen (13) years service	Four (4) weeks vacation
Twenty (20) years service	Five (5) weeks vacation
Twenty-five (25) years service	Six (6) weeks vacation

After an employee has qualified for a vacation of one (1), two (2), three (3), four (4), five (5), or six (6) weeks, in accordance with the provisions of this Section, he shall be eligible for future vacations as of January 1st of each year.

Employees will be paid their straight time earnings for their basic workweek. Vacation pay will be paid in advance.

Employees shall be advanced the approximate net amount of their vacation check in the event the check has not been issued to the store on the Friday prior to the start of their vacation week, except in cases where the employee requests a vacation less than two (2) weeks prior to the Friday before vacation begins.

12.2 Computation of Vacation Pay

Regular employees who worked on a full-time (40 hour) basis in at least forty (40) weeks or who were not laid off for more than thirty (30) working days during the anniversary or calendar year in which their vacations were earned will be paid their current straight time hourly rate for their regularly scheduled workweek. In determining if an employee has worked forty (40) or more weeks on a full-time basis, count weeks not worked because of paid vacations, approved leaves of absence (including sick leave), and weeks in which only thirty-two (32) hours were worked because of holidays, as weeks so worked.

The weekly pay of a regular employee who worked on a full-time (40 hour) basis in fewer than forty (40) weeks, or who was laid off for more than thirty (30) working days in the year, will be computed at his current straight time hourly rate for the average number of hours worked per week during the anniversary or calendar year in which the vacation was earned. To determine the average number of hours worked per week, divide the total hours worked during this anniversary or calendar year by the number of weeks in the year; exclude from this divisor the weeks off the job because of paid vacation, sick leave, other authorized leave of absence and weeks where one day was not worked because of a holiday.

12.3 A non-regular employee who is entitled to a vacation shall be granted a part-time vacation under the same general rules as provided for regular employees except that part-time vacation pay will be figured on the number of hours worked in the vacation qualifying year divided by fifty-two (52).

The qualifying date for all vacation purposes of any non-regular employee who subsequently, and without a break in his employment, qualifies as a regular employee shall be the date from which his service has been counted for non-regular vacation purposes rather than the date he qualified as a regular employee.

12.4 Scheduling Vacations

Vacations must be scheduled in the calendar year except that where necessary, vacations which fall due in the 12th or 13th periods may be carried over to the first period of the next year. No employee shall be given pay in lieu of vacation.

If an employee qualifies for a one week vacation as of January 1 and is due to complete the service necessary for an additional week of vacation later in the year, he may take the first week early or wait and take both weeks together.

Choice of vacation dates will be granted on the basis of seniority, except that the Employer reserves the right to grant vacations to any employee when his absence will least affect the operation.

The Employer shall post the vacation schedule no later than January 15th and employees shall exercise their vacation preference, by seniority, no later than March 1st. The Employer shall post the actual schedule no later than March 15th. Those employees who so fail to notify the Employer by March 1st must select from the remaining open weeks.

Earned vacation may be taken in a continuous period if desired by the employee.

12.5 Vacation Pay in the Event of Termination

If an employee who has not taken the vacation which he has earned by reason of his service leaves (regardless of whether he gives notice), goes into military service or is separated for any reason other than confessed or proven dishonesty, he shall receive his vacation pay at the time of leaving.

12.6 Effect of Leaves of Absence on Vacation Pay

Leaves totaling 90 days or less in any calendar year shall not affect vacation earned in that year. Leaves totaling more than 90 days but not over 180 days shall reduce vacation and vacation pay by one-fourth. Leaves totaling more than 180 days but not over 270 days shall reduce vacation and vacation pay by one-half; leaves totaling more than 270 days shall disqualify for vacation. (The above 90 days shall be 120 days in the event of medical leaves of absence.)

12.7 Vacation for Employees Returning from Military Leave

Vacation for employees with one (1) or more years of continuous service who returns to Kroger employment from military leave within ninety (90) days after discharge from the armed services shall be as follows:

- A. Continuous service includes time on military leave of absence.
- B. Those who return to Kroger service and thereafter work for ninety (90) days or more before the end of the year are eligible for vacation in that year based on their length of continuous service as defined above.
- C. Those who do not return early enough in the year to be employed ninety (90) days are not eligible for a vacation that year, but are eligible for a vacation in the next calendar year upon completion of ninety (90) days employment following their return from military leave of absence.

ARTICLE XIII SENIORITY

13.1 Determination

In layoffs, recalls and choice of vacation periods, the principle of seniority shall apply. Seniority shall be determined by the length of continuous service of the employee with the Employer, beginning with his most recent date of employment or the date the employee transferred into the bargaining unit, whichever is later, with regard to his experience and ability to perform the work. All circumstances being reasonably equal, length of service shall be the controlling factor. Seniority lists shall be established and maintained and such lists shall be furnished to the Union upon request.

The seniority date for all employees, both "regular" and "non-regular" will be their most recent date of hire unless:

- A. Transferred from one Union to another — seniority dates from date of transfer into new Union.
- B. Transferred from one UFCW Union Local to another UFCW Union Local — seniority dates from date of transfer to the new Union Local. Employees transferred after 5/26/85 from the former Local 31 and the former Local 1059 jurisdiction (i.e. merger) shall be from date of hire.

Where two (2) or more employees have the same hire date, seniority will be decided by alphabet of the last name; when the last name is the same, it will revert to the first name. For employees hired after 11/10/79, the lowest combination of the last four (4) numbers of their social security number shall determine seniority among employees hired on the same date.

13.2 For the purpose of administration, Local area seniority refers to stores under each of the Local Union Nos. 1059 and 1099 separately. Seniority area refers to stores in the following areas:

Central

Southeast

Local #1059
Franklin County

Cambridge
Athens
Logan
Lancaster
Nelsonville
New Lexington
Zanesville
McConnelsville
Glouster
Pickerington

Local #1099

Southwest**Local #1059**

Chillicothe
Circleville
Jackson
McArthur
Portsmouth
Waverly
Washington C. H.
Wellston
Wheelersburg

Local #1099**Northwest**

Delaware
Marysville
London
Kenton
Marion

Bellefontaine
Urbana

Northeast

Mt. Vernon
Newark/Heath
Johnstown
Mansfield

There shall be two (2) separate seniority lists for each classification in each area. One (1) list shall cover employees who shall be referred to as regular employees and who normally work thirty-two (32) or more hours per week. The other list shall cover employees who shall be referred to as non-regular employees and who normally work less than thirty-two (32) hours per week. "normally worked" shall mean the average number of hours worked in a twelve (12) consecutive week period. This definition of a "regular" employee shall apply only to this seniority clause unless other clauses specifically set forth that it is applicable to such clauses.

13.3 Transfers

In the matter of transfers from one store to the other, the Employer shall give due regard to seniority. This shall not preclude the Union from questioning through the Grievance and Arbitration Procedure whether the Employer has given due regard to seniority.

13.4 Promotions

The Employer shall base promotions to classified positions on seniority, previous work experience, and qualifications based on past performance criteria. The Union shall retain the right to question through the Grievance and Arbitration Procedure whether the Employer has given due regard to seniority.

In the matter of promotions to classified jobs, as provided in this Agreement, the Employer shall post a notice of job opening(s) in each store for seven (7) calendar days during which time interested employees may submit their names for such opening(s). Such position(s) shall be filled forty-five (45) calendar days after the end of the posting period. The Employer agrees to furnish the Union with copies of (1) the original job opening notice(s), (2) a list of people signing the notice(s) and (3) the name of successful candidate(s). The aforementioned posting shall be by seniority area as provided for in Section 13.2.

Where a Union member accepts a promotion to a supervisory job outside of the bargaining unit he may, upon written request to the Union by him or the Employer, be granted a leave of absence from the bargaining unit not to exceed six (6) months during which period he may return to the bargaining unit in his former classification without loss of seniority.

13.5 No employee shall be demoted from a department head or any higher paid position without just cause.

When a department head is reduced in classification, his service as a department head will be considered as service as a clerk for seniority purposes.

13.6 Termination of Seniority

Seniority shall be considered broken if an employee is duly discharged by the Employer, if he voluntarily quits, if he has been laid off continuously for a period of more than one (1) year, or if he is called back to work by certified mail after a layoff and does not report for work within one (1) week.

13.7 "Regular" and "Non-Regular" Employees

An employee shall be classified as a "regular" employee at the end of the first twelve (12) consecutive workweeks during which his average hours worked equal or exceed thirty-two (32) hours in the basic workweek. A non-regular employee shall not be reviewed for regular status during the period which begins the week in which June 1st falls and continues through the week in which August 31st falls. Notwithstanding the aforementioned sentence, weeks worked prior to June 1st shall be accumulative to weeks worked after August 31st to arrive at a twelve (12) week average. Additional hours during this period shall be scheduled by seniority.

13.8 A high school student who works during the summers will not be reviewed for classification as a regular employee until October 15. If he is still working at that time, has met all requirements for classification as a regular employee, and has averaged thirty-two (32) hours or more in the basic workweek during the four (4) weeks preceding October 15, he shall be classified as a regular employee. His beginning date of continuous service shall be dated back in accordance with Section 13.7.

13.9 A co-op student who alternates schooling and full-time Kroger employment and who does not qualify as a regular employee under this definition will immediately so qualify if he accepts regular Kroger employment upon completion or discontinuance of his co-op program. His continuous service record will be dated back by the number of weeks worked while participating continuously in a Kroger co-op program.

13.10 Time not worked because of a holiday shall be counted as time worked toward qualifications or continuity as a regular employee, regardless of whether or not the employee is entitled to holiday pay.

13.11 For an employee who meets the aforesaid requirements, continuous service as a regular employee shall be dated back to the first day worked in the first of the twelve (12) qualifying weeks.

13.12 Sunday and Holiday hours will be used to qualify as a regular employee.

13.13 Once an individual has qualified as a regular employee, he shall be removed from regular status

- A. If he is discharged;
- B. If he quits voluntarily, or becomes unavailable for regular work because of another job;
- C. If he is permanently laid off due to elimination of job;
- D. Any request by a "regular" employee for reduction to "non-regular" status will be in writing and will result in that person going on the "non-regular" seniority list immediately. Where a "regular" employee requests "non-regular" employment for a relatively short period of time, the employee may remain on the "regular" seniority list by mutual agreement of the Employer and the Union and such agreement shall be in writing.

- E. If, prior to completion of two (2) years of service as a regular employee, he has worked less than half-time ($\frac{1}{2}$) or has been laid off in ten (10) or more weeks in three (3) consecutive periods, including the last two (2) weeks of the most recent period;
- F. If, after completion of two (2) years of service as a regular employee, he has worked less than half-time ($\frac{1}{2}$) or has been laid off in twenty (20) or more weeks in six (6) consecutive periods, including the last two (2) weeks of the most recent period.

Note: In determining if an employee has worked less than half-time ($\frac{1}{2}$) for three (3) or six (6) periods (sub-paragraphs E and F) do not count those periods in which the employee was absent for two (2) or more weeks because of sickness or approved leave.

- G. Effective 11/10/79, employees will revert to non-regular status after they average less than twenty-eight (28) hours in a twelve (12) consecutive week period. This consecutive twelve (12) week period will be separate and distinct from any twelve (12) consecutive week qualifying period. Those employees previously qualified or qualifying on 11/10/79, will qualify and disqualify as per Article XIII, Section 13.13, E" and "F".

13.14 If separated from regular status in accordance with Section 13.7 preceding, an employee has suffered a break in service which cannot be bridged or eliminated by subsequent employment. To qualify as a regular employee, he must again meet the requirements set forth in Section 13.7.

13.15 To protect continuity of regular employment, regular employees who seek to quit due to correctable health conditions or temporary personal need for time off should be advised of their privileges under the leave of absence policy.

13.16 Deli/Bakery, General Merchandise, Courtesy Clerk, Demonstrators, Liquor Clerks Seniority

Deli/Bakery, General Merchandise, Courtesy Clerks, Demonstrators and Liquor Clerks will be considered to be on separate seniority lists, as the case may be, within their seniority area, for the purpose of layoff and recall as provided for in Article XIV.

13.17 Clerk Openings

Clerk openings will be posted by store for seven (7) days and will be offered by seniority to Deli/Bakery Clerks, Courtesy Clerks, General Merchandise Clerks, Demonstrators and Liquor Clerks based on seniority (date of hire) and shall be filled within seven (7) days following posting period.

If the clerk opening is non-regular, any regular employee awarded the opening shall be reclassified to non-regular status immediately; however, if the opening is for a regular employee, the regular employee awarded the opening shall maintain their regular status.

Deli/Bakery Posting

Courtesy Clerks, General Merchandise Clerks, Demonstrators and Liquor Clerks will be offered, by seniority, Deli/Bakery Clerk openings, which shall be posted by store for seven (7) days and awarded within seven (7) days.

Such promoted employee(s) shall serve a thirty (30) day probationary period. During this probationary period, the employee(s), either voluntarily or involuntarily, may be returned to their former job classification. Once the probationary period has expired, the employee(s) will be able to return to their former job classification only in the event of layoff.

Such employees shall receive a rate of pay equal to their present rate, if applicable, or the next higher rate of pay on the new hire clerk rate schedule.

ARTICLE XIV

LAYOFF, REINSTATEMENT AND OTHER PROCEDURES BASED ON SENIORITY

14.1 Layoff

A "regular" employee regularly working forty (40) hours who would be involuntarily reduced to thirty-two (32) or less hours per week has the options shown in A, B, C, and D following:

- A. Displace the least senior "regular" employee in his classification in his city, if he is the least senior "regular" employee in his classification in his city.
- B. Displace the least senior "regular" employee in his classification in the seniority area. If he is the least senior "regular" employee in his classification in his seniority area.
- C. Displace the least senior "regular" employee in his classification in the Local area.
- D. If he waives any option in A, B, or C above or is the least senior "regular" employee in his classification in the local area, he may take a "non-regular" job in accordance with his seniority date in his city, seniority area, or Local area, in that order. Having made this decision, he will remain in that location until presented with the opportunity to return to regular employment as in Section E below, or take a layoff.
- E. A "regular" employee regularly working forty (40) hours who is notified that his hours will be reduced to thirty-two (32) or less per week must advise his Store Manager (in the event he has seniority to displace a less senior employee in another store) of his intent to displace the employee not later than one week after the schedule is posted, showing a reduction in his workweek. Such "regular" employee who does not exercise the option in A, B, or C above is reduced to "non-regular" status and who later desires to exercise this option may make a written request to this effect to the Personnel Department. As of January 1, April 1, July 1, or October 1 (where such date does not occur on a Sunday, the Sunday immediately following shall be used), next following his request, he may exercise his seniority in accordance with Section 14.1, A, B, or C above but such option shall apply only while he remains on the "regular" seniority list.
- F. If a "regular" employee who has normally worked more than thirty-six (36) hours per week is reduced to an average of thirty-six (36) hours or less during four (4) consecutive weeks, he may displace the least senior "regular" employee in his classification in his city who is normally working more than thirty-six (36) hours per week. The displaced employee shall take the job vacated by the displacing employee. In such a case, the change shall be effective at the beginning of the next week following the four (4) consecutive week period. If this option is not exercised and the employee later desires to exercise this option, he may make a written request to the Personnel Department. As of the January 1, April 1, July 1, or October 1 (where such date does not occur on a Sunday, the Sunday immediately following shall be used), next following his request he may exercise his option.
- G. If a regular employee who has normally worked between 32 and 36 hours per week who is reduced to an average of less than 32 hours per week during 4 consecutive weeks, he may displace the least senior "regular" employee in his classification in his city who is normally working more than 32 hours per week. The displaced employee shall take his appropriate seniority position on the non-regular schedule in the store in which the employee was displaced, or shall have the right to displace the least senior "regular" employee in his classification,

first in his seniority area then the local area. In such a case, the change shall be effective at the beginning of the week next following the four (4) consecutive week period.

- H. A regular employee who wishes to waive their rights as specified in Paragraphs A through G may displace the least senior regular employee in the city who is receiving a greater number of hours.

14.2 A "non-regular" employee who would be without work has the following options:

- A. Displace the least senior "non-regular" employee in his classification in his city. If he is the least senior "non-regular" employee in his classification in his city,
- B. Displace the least senior "non-regular" employee in his classification in the seniority area. If he is the least senior "non-regular" employee in his classification in the seniority area,
- C. Displace the least senior "non-regular" employee in his classification in the Local area.
- D. Take a layoff.

14.3 Any "regular" employee involuntarily reduced to "non-regular" status retains his "regular" seniority status for six (6) months and if not reinstated to "regular" work before the end of that time, will take his place on the "non-regular" seniority list in accordance with his seniority date.

14.4 Recall

A "regular" employee involuntarily reduced to "non-regular" or laid off who, at the time of this reduction had been offered a "regular" job in the seniority area or local area, but declined, will have the right to the first "regular" opening in his classification only in the city where he had been working prior to his reduction.

14.5 A "regular" employee involuntarily reduced to "non-regular" or laid off who at the time of this reduction did not have seniority enough to displace another "regular" employee will have the right to the first "regular" opening within his classification in the Local area. If he declines this job, he will have the right to the first "regular" opening in the seniority area. If he declines this job, he will then have the right, in accordance with his position on the regular seniority list, to the first "regular" opening within his classification only in the city where he had been working prior to his reduction.

14.6 A "non-regular" employee laid off involuntarily will have the right, in accordance with his position on the seniority list, for the first "non-regular" opening within his classification in the local area. If he declines this job, he will have the right to the first "non-regular" opening in the seniority area. If he declines this job, he will then have the right, in accordance with his position on the "non-regular" seniority list, to the first "non-regular" opening within his classification only in the city where he had been working prior to his layoff.

14.7 Regular Job Openings

A "non-regular" employee who is available for and desires a "regular" job will make his desire known in writing to his Store Manager with copies to the Zone Manager, Personnel Manager, and the Union, specifying whether or not the desire for such job is limited to the city in which he is working or applies to the seniority area and Local Union. When the Employer has such an opening on other than a temporary basis, such employee will be considered for the opening based on seniority in the seniority area and Local Union provided that he has the experience and ability necessary to fill the job. If circumstances of the employee change so that he becomes unavailable for a "regular" job, he will so advise his Store Manager, with copies to the Zone Manager, Personnel Manager, and the Union.

14.8 Full Time Job Openings

A "regular" employee working less than forty (40) hours and who is available for and desires to work forty (40) hours per week will make his desire known in writing to his Store Manager with copies to the Zone Manager, Personnel Manager, and the Union, specifying whether or not such desire is limited to the city in which he is working or applies to the seniority area and Local Union. When the Employer has such an opening on other than a temporary basis, such employee will be considered for the opening, based on seniority in the seniority area and Local Union, provided that he has the experience and ability necessary to perform the work.

14.9 Night Work to Day Work

If a regular employee on the night crew desires day work in his store, he shall advise the Store Manager in writing, with a copy to the Zone Manager, Personnel Manager, and the Union, such employee shall be transferred to the day schedule on the second posted work schedule provided such employee is more senior than the junior regular employee working thirty-two (32) hours on days. There will be not more than one such transfer per store per thirty (30) day period. An additional thirty (30) day lapse on the second or subsequent transfer(s) may be granted upon mutual agreement between the Company and the Union.

14.10 Transfers

When the transfer of an employee to a different store becomes necessary due to slackening of business, the Employer shall make every effort to assign employees to a store where such transfer shall require lesser travel time from his home. Such transfers shall not be utilized as a device for creating hardship to the employee in order to provoke his resignation.

Employees who desire to transfer to a store closer to their residence (within the bargaining unit) shall notify the Personnel Department with a copy to the Union, in writing, of their desire and set forth the store number they desire to transfer to. The Employer agrees to transfer said employee over any new applicant within the employee's seniority classification. When such transfer then is exercised, that store will become the home store, for that employee.

Any transfer of an employee to another town at the request of the Employer shall be agreeable to the employee and any expense of transfer to another town shall be borne by the Employer. Whenever practical, an employee will be given three (3) days' notice in case of a permanent transfer. In case of a temporary transfer of an employee to another city at the request of the Employer, involving additional transportation cost, the employee will be reimbursed for miles traveled between city limits at twenty cents (20¢) per mile. If the Employer's mileage allowance is increased, the new mileage allowance shall apply to this paragraph.

14.11 Closed Stores

In the event of the closing of the only store in a city, employees of this store will have the right to exercise their seniority first in the seniority area, then in the Local area, for "regular" or "non-regular" jobs of the least senior employee in the classification and seniority status. Employees declining to so relocate will be considered to have relinquished their seniority.

In the event that one store closes and is replaced by another store, all non-classified clerks in the closed store will have the right to go to the new store provided that such openings are available.

A department head or assistant department head displaced because of a closed store will bump within his volume classification and displace the junior person in his classification by date of job. In all stores outside Franklin County, the bump will be first in the city, then the seniority area, then the local union area (within Franklin County, first within the management administrative zone, then the city, then the local area). If he is the junior

employee in that classification and volume, then he will displace the junior person in the classification in the next lower volume as indicated above. The junior department head displaced will go to the top clerk rate in his store and will have the right to the first department head position in his volume within the local. If an employee refuses a bump at any stage of the progression, he forfeits all rights and goes immediately to top clerk and bumps accordingly, with no right to return to a department when it opens.

14.12 New Stores

When a new food store is to be opened and staffed by the Employer in one of the counties listed in Article II, Section 2.1, the Employer's Personnel Department will arrange for the posting in the seniority area in Local 1059 or throughout Local 1099. This notice shall give the location and the approximate opening date of the new store. Employer shall also notify the Local Union of any new store opening three (3) months prior to the anticipated opening date with all specific data, i.e. name of store, square footage of store, and planned departments.

Those employees wishing to be considered for transfer and placement in that store shall make their wishes known by signing the form within seven (7) calendar days of posting and supplying the necessary information called for on the form.

ARTICLE XV LEAVES OF ABSENCE

15.1 Medical Leaves

A medical leave of absence not to exceed ninety (90) days shall be granted an employee upon written request to the Personnel Department, supported by medical evidence. Insurance claim forms with a physician's statement shall be accepted as a written request for leave of absence. Extensions will be granted up to ninety (90) days at a time if requested in writing supported by proper medical evidence prior to each expiration but in no case shall the cumulative total exceed three (3) years.

15.2 Personal Leave

A leave of absence not to exceed ninety (90) days may be granted to employees who have one (1) year or more of continuous service for urgent and compelling reasons, but not for the purpose of engaging in gainful employment elsewhere.

15.3 Military Leave

Any employee who enlists or is inducted into military service shall be returned to his job and retain his seniority under the provisions of any Federal Selective Service Training Act.

An employee returning from military leave of absence will have the opportunity to exercise his seniority within classification in the city from which he went into military service. If he is not entitled to return to this city because his seniority within his classification will not permit, then he may exercise his seniority for the job of the least senior employee within his classification and seniority status, first in the seniority area and then in the Local area.

15.4 Union Activities

The Employer agrees to grant the necessary time off without discrimination or loss of seniority rights and without pay to any employee designated by the Union to attend a labor convention or serve in any capacity on other official Union business, provided the Employer is given at least one week's notice in writing specifying the length of time off, but in no case shall the length of time off exceed one (1) year.

15.5 Returning from Leave

When returning from leave, employees must give the Store Manager an unrestricted release to return to work not later than 6:00 p.m. on Wednesday in order to be scheduled for the succeeding week.

15.6 Injury in Store

If an employee is injured on the store premises during the course of his employment and, as a result, loses time, he shall be paid for such time lost on the day of injury, but not to exceed eight (8) hours.

15.7 Death in Family

In case of a death in the immediate family of any employee, the employee shall be paid for a reasonable period of absence depending upon the circumstances, up to a maximum of three (3) days, but in no case will he receive more than his normal week's pay. If an employee is notified at work of a death in the immediate family and does not complete his schedule for that day, he shall be paid for time lost that day in addition to the above. By immediate family is meant parents, brother, sister, wife, husband, child, mother-in-law, father-in-law, grandparents, grandchildren, step-parents, step-children, or any other relative residing with him. (Reference to brother and sister shall also mean step and/or half brother and sister.) In case of the death of a member of the immediate family who lives out of town and additional time off is necessary, the Employer will grant reasonable additional time off without pay for the purpose of attending the funeral. In the event of the death of a spouse or child or step-child of a regular employee, a maximum of four (4) days shall be granted as provided above.

No schedule shall be changed in order to make the employee's day off replace a day that would otherwise have been paid for under the provisions of Section 15.7.

15.8 Jury Duty

In case an employee is known to have served on any duly constituted jury, he shall be paid for hours necessarily absent from work less jury fees. Such pay shall not exceed the pay for his normal workweek. Hours spent on jury duty plus hours worked shall not exceed eight (8) hours per day or forty (40) hours per week.

No schedule shall be changed in order to make the employee's day off replace a day that would otherwise have been paid for under the provisions of this section.

15.9 Court Appearances

Employees will be paid for necessary time they appear in court for the Employer. If this is a day off and less than four (4) hours, they will be paid for four (4) hours. These hours will not be used to compute overtime pay.

ARTICLE XVI

OTHER WORKING CONDITIONS

16.1 Time Clocks

The Employer shall continue to provide time clocks in each of its stores during the life of this Agreement. The Employer and the Union agree that a proven violation of established time clock rules, including working before punching in or after punching out, may subject such an employee to disciplinary action up to and including discharge. Any time written in on a time card shall be initialed by the employee involved and the Store Manager or his authorized representative. When a Union representative can show cause to examine a current time card(s), the Employer shall allow him to examine such card(s).

The Employer shall establish a regular payday and furnish to each employee on such day a wage statement showing the pay period, total amount of wages paid, and itemized deductions. In the event the computer becomes capable, the Employer will add to the pay voucher the straight time rate of pay, overtime hours and/or other premium hours.

Time will be figured on the basis of an eight (8) minute break; up to eight (8) minutes, no pay; eight (8) minutes up to and including fifteen (15) minutes, fifteen (15) minutes pay.

16.2 Uniforms

Any uniform deemed necessary by the Employer for its employees shall be furnished and laundered by the Employer. Where dacron or similar type uniforms are furnished to employees, such uniforms shall be laundered by the employee and these uniforms will be replaced as necessary, provided the employee turns in the old uniform for a new uniform.

Eligible employees will be provided with dacron or similar type uniforms on the following basis: Regular employees - 3 uniforms; non-regular employees - 2 uniforms. The uniforms will be replaced as necessary provided the employee turns in the worn uniform for a new uniform.

The Employer shall provide rain gear and warm coats for employees who work outside.

16.3 Polygraph Tests

No employee shall be required to take a polygraph test, voice or stress evaluation test, or any other test used to determine the honesty of an employee.

16.4 Accident Reports

The Employer agrees to promptly mail copies of initial accident reports pertaining to industrial injury to the appropriate Local Union office.

ARTICLE XVII

TECHNOLOGICAL CHANGES

17.1 The Employer and the Union recognize that technological change involving certain automated equipment is now available to the retail food industry, particularly as it pertains to the Universal Product Code and electronic checkout equipment. In recognition of this, the parties agree that:

- A. Where installation of any such equipment will materially affect bargaining unit work, the Union will be pre-notified by the Employer.
- B. The Employer has the right to install such equipment.
- C. Any training or necessary retraining will be furnished expense-free by the Employer to affected employees.
- D. Where any employee would be displaced by such installation, the Employer will make every effort to effect a transfer in accordance with the transfer provisions of the Agreement.

17.2 If a regular employee who has averaged at least thirty (30) hours per week for the eight (8) weeks preceding displacement is not retrained or transferred and would be displaced as a direct result of major technological change, as defined above, then the employee would qualify for separation pay if:

- A. The employee has two (2) or more years of regular service;
- B. Does not refuse a transfer within the bargaining unit area as outlined in the Agreement;
- C. Does not refuse to be retrained or reassigned;
- D. Does not voluntarily terminate employment.

17.3 Severance pay for those employees covered in Section 17.2 above would be paid at the rate of one (1) week's pay for each year of continuous regular service not to exceed six (6) weeks.

17.4 Severance pay would equate the average number of hours paid, Monday through Saturday, the eight (8) weeks preceding displacement, not to exceed forty (40) hours straight time pay.

ARTICLE XVIII SEPARATION PAY

18.1 A regular employee who is discharged for incompetence, or is permanently separated due to discontinuance of the job or reduction in force shall be given one (1) week's notice or one (1) week's pay in lieu of notice.

ARTICLE XIX STORE CLOSING SEVERANCE PAY

19.1 In the event that the Employer permanently closes, or sells a store and employees are terminated as a result thereof, severance pay will be paid under the conditions detailed below.

19.2 An employee who has averaged at least thirty (30) hours per week for the eight (8) weeks preceding his separation due to the sale or closing will qualify for severance pay if:

- A. The employee had two (2) or more years of service;
- B. Does not refuse a transfer within the bargaining unit as outlined in the Agreement, or retraining or reassignment in connection therewith;
- C. Does not voluntarily terminate employment.

19.3 Such employees will be paid at the rate of one (1) week's pay for each year of continuous regular service not to exceed six (6) weeks.

19.4 Severance pay will equate the average number of hours paid in the eight (8) weeks, Monday through Saturday, preceding the announcement of the store closing as specified in 19.10, not to exceed forty (40) hours straight time pay.

19.5 The Employer shall continue contributions to the Pension and Health and Welfare Trust Plans for three (3) months following the termination of those employees who are eligible for such payments and who receive severance pay, except for those employees who secure employment with an already contributing Employer.

19.6 Employees who receive severance pay shall also be entitled to holiday pay as prescribed in the contract for any holiday that falls within a period of thirty (30) days after termination.

19.7 All monies due employees shall be paid in a lump sum upon termination.

19.8 Any employee who is terminated and is eligible for, and accepts, severance pay forfeits all seniority and recall rights. An employee who does not accept severance pay shall retain his recall rights for a period of six (6) months, and if still not recalled by the Employer, shall then receive his severance pay and has no further recall rights.

19.9 If a store is sold and the successor Employer offers employment to an employee who is otherwise eligible for severance pay under the terms of this Article and the new job is comparable, then no provisions of this Article shall apply.

19.10 The Employer agrees to give the employees and the Union at least four (4) weeks notice in advance of a store closing or sale. When such notice is given, the employees shall remain with the Employer until the closing or forfeit their rights under this Article, unless an exception is mutually agreed to in writing by the Employer and the employee with a copy to the Union.

19.11 No benefits shall accrue under the terms of this Article, unless the Employer makes a business decision to close or sell a store. If a store closing is caused by fire, flood, storm, or land condemnation, then this Article shall not apply.

19.12 The employee shall have the option to accept severance pay or exercise their bump when the store is closed and no replacement store exists.

ARTICLE XX UNION COOPERATION

20.1 The Union agrees to uphold the rules and regulations of the Employer in regard to punctual and steady attendance, proper and sufficient notification in case of necessary absence, conduct on the job, and all other reasonable rules and regulations established by the Employer. Employees will not be disciplined for violation of rules and regulations of which they are not aware.

20.2 The Union agrees to cooperate with the Employer in maintaining and improving safe working conditions and practices, in improving the cleanliness and good housekeeping of the stores, and in caring for equipment and machinery.

20.3 The Union agrees to cooperate in correcting inefficiencies of member which might otherwise necessitate discharge.

20.4 The Union recognizes the need for improved methods and output in the interest of the employees and the business and agrees to cooperate with the Employer in the installation of such methods, in suggesting improved methods, and in the education of its members in the necessity for such changes and improvement.

20.5 The Union recognizes the need for conservation and the elimination of waste and agrees to cooperate with the Employer in suggesting and practicing methods in the interest of conversation and waste elimination.

ARTICLE XXI HEALTH AND WELFARE INSURANCE

21.1 Status of Plan

The Employer agrees to participate in a jointly administered Trust Plan to be called UFCW Unions' and Employers' Health and Welfare Plan of Central Ohio, and has executed the Trust Agreement dated January 1, 1956, as amended. The Trust Plan shall be jointly administered by a Board of Trustees with an equal number of trustees representing the Union and an equal number of trustees representing the Employers. Such contributions as designated herein shall be used by the Board of Trustees to provide group life, disability, accident, sickness, medical and hospital benefits for eligible employees covered by this Agreement and their dependents.

21.2 Regular Contributions

The Employer agrees to pay by the tenth (10th) day of each month the following sums for each regular employee who is on the Employer's payroll on the first (1st) day of the month. Effective June 1, 1985, contributions shall be \$134.00 per month. Thereafter, maintenance of benefits contributions as required by the Health and Welfare Plan as of January 1 of each

year of this Agreement as provided herein shall include claims liability factor, premiums paid, cost of providing any uninsured benefits, administration and any additional adjustments the Board of Trustees may deem necessary. Maximum contributions for the Maintenance of Benefits provision shall be: January 1, 1986 - \$147.00 per month; January 1, 1987 - \$162.00 per month.

Employees hired after May 22, 1985 shall not be eligible for coverage until the first of the month following six (6) full months of service.

21.3 Non-Regular Contributions

The Employer agrees to pay by the tenth (10th) day of each month the following sums for each non-regular employee and for Courtesy Clerks nineteen (19) years of age and older who have worked an average of ten (10) hours or more for the twelve (12) consecutive calendar weeks (which will include work performed in classifications not requiring Health and Welfare coverage under the terms of this Agreement) immediately preceding the first day of such month. Qualification for Courtesy Clerks will be based on the twelve (12) weeks prior to the first (1st) of the month following the employee's nineteenth (19th) birthday. Effective June 1, 1985, contributions shall be \$51.00 per month. Thereafter, maintenance of benefits contributions as required by the Health and Welfare Plan as of January 1 of each year of this Agreement as provided herein shall include claims liability factor, premiums paid, cost of providing any uninsured benefits, administration and any additional adjustments the Board of Trustees may deem necessary. Maximum contributions for the Maintenance of Benefits provision shall be: January 1, 1986 - \$56.00 per month; January 1, 1987 - \$61.00 per month.

Employees hired after May 22, 1985 shall not be eligible for coverage until the first of the month following six (6) full months of service.

21.4 Continuation of Contributions

In the event a covered regular employee loses his regular status, the payment as provided in Section 21.2 above will be discontinued as of the first day of the month immediately following. However, if the employee qualifies for non-regular coverage as provided in Section 21.3 above, the payment provided for non-regular employees will be made when the payment for regular employees is discontinued.

21.5 In the event a covered employee is not on the Employer's payroll due to medical leave of absence, the Employer will continue contributions for such employee for a period not to exceed six (6) months following the date of the medical leave of absence.

21.6 In the event a covered employee is injured on the job and is covered by Workers' Compensation, the Employer will continue contributions for such employee for a period not to exceed one (1) year following the date of injury.

21.7 Retirement Insurance

Effective June 1, 1985 the Employer agrees to pay by the tenth (10th) day of each month the sum of ninety-five dollars (\$95.00) per month per eligible retiree who qualify for early, normal or disability pension to provide health and welfare coverage to employees retiring under the Pension Plan included in this Agreement and their eligible dependents until they are eligible for Medicare benefits. Thereafter, maintenance of benefits contributions as required by the Health and Welfare Plan as of January 1 of each year of this Agreement as provided herein shall include claims liability factor, premiums paid, cost of providing any uninsured benefits, administration and any additional adjustments the Board of Trustees may deem necessary. Maximum contributions for the Maintenance of Benefits provision shall be: January 1, 1986 - \$105.00 per month; January 1, 1987 - \$116.00 per month.

The parties, as well as the persons who may become eligible for retiree health benefits mentioned in the foregoing paragraph understand that such benefits and/or the company's obligation to contribute toward such benefits shall not extend beyond the February 13, 1988 expiration of this Agreement or at such time as the Employer ceases to do business under the jurisdiction of this Agreement.

ARTICLE XXII

PENSION

22.1 Status of Plan

Contributions shall be made to the UFCW Unions' and Food Employers' Pension Plan of Central Ohio, which is a jointly administered Employer-Union Trust Plan and is administered by an equal number of trustees representing the Employer and an equal number of trustees representing the Union. The Pension Trust Plan has been established pursuant to the Pension Trust Agreement and Pension Plan entered into by the parties hereto for the sole purpose of providing pensions for eligible employees as defined in such Pension Plan.

Said Pension Plan and Trust Agreement establishing the Pension Plan has been submitted to the United States Treasury Department for the approval and rulings satisfactory to the Employer, that said Plan is qualified under I.R.C. Section 401, et. seq. and that no part of such payment shall be included in the regular rate of pay of any employee.

22.2 Contributions

The Employer agrees to make a contribution of sixty-one cents (61¢) per hour on all straight time hours worked by the employees covered by this Agreement. Contributions shall also be made on hours for which employees receive holiday pay and vacation pay. No contribution shall be made on hours worked in excess of eight (8) per day or forty (40) per week (or ten (10) hours per day, forty (40) hours per week for employees working this schedule). Effective May 1, 1985 such contribution shall be increased to seventy-one cents (71¢) per hour. Contributions for employees hired after May 22, 1985 will commence on the first of the month after six (6) full calendar months of service.

ARTICLE XXIII

GOVERNMENT REGULATIONS

The parties hereto agree that should any Article, part or paragraph of this Agreement be declared by a Federal or State Court of final jurisdiction, or Federal or State agency having jurisdiction thereof, to be unlawful, invalid, ineffective or unenforceable, said Article, part or paragraph shall not affect the validity and enforceability of any other Article, part or paragraph hereof, the remainder of this Agreement shall continue in full force and effect, and the parties agree that they will, within thirty (30) days, begin negotiations to replace the unlawful part with a valid provision.

ARTICLE XXIV

NON-DISCRIMINATION

24.1 The Employer and the Union agree that they will not discriminate against any employee because of race, creed, color, sex, age, handicap, or union affiliation.

ARTICLE XXV

EXPIRATION

25.1 This Agreement shall continue in effect from February 17, 1985 through February 13, 1988, and shall automatically be renewed from year to year thereafter unless either party serves notice in writing to the other party sixty (60) days prior to the expiration date or any anniversary date thereafter of a desire for termination or changes in this Agreement.

IN WITNESS WHEREOF, the said parties have caused duplicate copies hereof to be executed by their duly authorized officers the 5th day of June, 1985.

FOR THE UNION:

United Food & Commercial Workers Union,
Local 1059

By Ralph J. Lovagetti Pres.

By James J. Barnes
United Food & Commercial Workers Union,
Local 1059

By Gene Witek

By Chris Ball

FOR THE EMPLOYER:

The Kroger Co., Columbus, Ohio

By James J. Barnes

By Steve J. Hensch

By Paula Pace

Bureau of Labor Statistics
Collective Bargaining Studies

U.S. Department of Labor

RECEIVED

OCT 07 1985



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OCTOBER 8, 1985

This report is authorized by law 29 U.S.C. 2.
Your voluntary cooperation is needed to make
the results of this survey comprehensive,
accurate, and timely.

PAQ-RESEARCH OFFICE Form Approved
O.M.B. No. 1220-0001
Approval Expires 7/31/87

(7)

MAR 25 1986 -R

WPM

RESEARCH DEPARTMENT
RETAIL CLERKS INTERNATIONAL UNION
1775 K STREET ~~NORTHWEST~~ NW
WASHINGTON, DC. 20006

PLEASE
complete

PREVIOUS AGREEMENT EXPIRED
FEBRUARY 16, 1985

Respondent:

We have in our file of collective bargaining agreements a copy of your agreement(s):

Kroger Co Columbus Ohio

WITH Food and Commercial Workers;
OHIO

Would you please send us a copy of your current agreement—with any supplements (e.g., employee-benefit plans) and wage schedules—negotiated to replace or to supplement the expired agreement. If your old agreement has been continued without change or if it is to remain in force until negotiations are concluded, a notation to this effect on this letter will be appreciated.

I should like to remind you that our agreement file is open for your use, except for material submitted with a restriction on public inspection. You may return this form and your agreement in the enclosed envelope which requires no postage.

Sincerely yours,

Janet L. Norwood

JANET L. NORWOOD
Commissioner

PLEASE RETURN THIS LETTER WITH
YOUR RESPONSE OR AGREEMENT(S).

If more than one agreement, use back of form for each document. (Please Print)

1. Approximate number of employees involved 3,690
2. Number and location of establishments covered by agreement 58
3. Product, service, or type of business Retail Food Store
4. If your agreement has been extended, indicate new expiration date _____

Leslie E. Nulty Director of Research Office 202-223-3111
Your Name and Position Area Code/Telephone Number
1775 K Street, N.W. Washington, D.C. 20006
Address City/State/ZIP Code